

<b>INVITATION TO BID</b>		<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>	<b>BID DUE DATE &amp; TIME Date 05/28/15 11:00 AM</b>
<b>TITLE:</b>  <b>TASER GUNS AND ACCESSORIES</b>  <b>***THIS HAS BEEN DEEMED AND APPROVED AS A PROPRIETARY BID ***</b>  <b>***ALL ITEMS MUST BE THE BRAND AND MODEL NUMBER SHOWN ***</b>		<b>RETURN BID TO:</b> PURCHASING DIVISION PO BOX 1471 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 BATON ROUGE, LA 70802  Purchasing Analyst – Dexter Stewart Telephone – 225-389-3259 x 323 Email: <a href="mailto:dsstewart@brgov.com">dsstewart@brgov.com</a>	
<b>RQ038351</b>  <b>FILE NO. 15-01279</b>  <b>AD DATES: 05/11/15 &amp; 05/18/15</b>			
<b>VENDOR NAME</b>			
<b>REMIT TO ADDRESS</b>		<b>MAILING ADDRESS</b>	
<b>TELEPHONE NO.</b>		<b>CITY, STATE, ZIP</b>	
<b>FAX NO.</b>		<b>E-MAIL</b>	
<b>FEDERAL TAX ID OR SOCIAL SECURITY NUMBER</b>		<b>TITLE</b>	
<b>AUTHORIZED SIGNATURE</b>		<b>PRINTED NAME</b>	

**ENUMERATE ADDENDA RECEIVED (if any) \_\_\_\_\_**  
**DELIVERY \_\_\_\_\_ DAYS MAXIMUM AFTER RECEIPT OF ORDER**  
**F.O.B.: DESTINATION - TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED**  
**TO AVOID REJECTION OF BID**

The above signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

# PRICING SHEET

Page 1 of 2

\*\*\* THIS HAS BEEN DEEMED AND APPROVED AS A PROPRIETARY BID\*\*\*  
 \*\*\* ALL ITEMS BID MUST BE THE BRAND AND MODEL NUMBER SHOWN\*\*\*

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	EXTENDED PRICE
0001	TASER BLACK X2 CONDUCTED ELECTRICAL WEAPON WITH CLASS III LASER, HANDLE ONLY WITHOUT POWER MAGAZINE (TAS-22002)  State Brand and Model # Bidding: _____	25	Each		
0002	TASER BLACK X26P CONDUCTED ELECTRICAL WEAPON ONLY, POWER MAGAZINE AND HOLSTER NOT INCLUDED (TAS-11002)  State Brand and Model # Bidding: _____	25	Each		
0003	TASER 25 FOOT LIVE SMART CARTRIDGE FOR X2 TASER (TAS-22151)  State Brand and Model # Bidding: _____	250	Each		
0004	TASER GREEN DOOR CARTRIDGE, 25-FOOT DUTY USE (TAS-44203)  State Brand and Model # Bidding: _____	250	Each		
0005	TASER YELLOW DOOR CARTRIDGE, 15 FOOT TRAINING USE (TAS-34200)  State Brand and Model # Bidding: _____	2,250	Each		

# PRICING SHEET

Page 2 of 2

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ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	EXTENDED PRICE
0006	TASER PERFORMANCE POWER MAGAZINE (TAS-22010)  State Brand and Model # Bidding:  _____	125	Each		
0007	TASER DIGITAL POWER MAGAZINE (TAS-26700)  State Brand and Model # Bidding:  _____	125	Each		
0008	TASER X26 BLACKHAWK MATTE SERPA HOLSTER, RIGHT HANDED(TAS-44972)  State Brand and Model # Bidding:  _____	25	Each		
0009	TASER BLACKHAWK SERPA HOLSTER FOR X2 TASER, RIGHT HANDED (TAS-22501)  State Brand and Model # Bidding:  _____	25	Each		
0010	TASER CONDUCTIVE PRACTICE TARGET WITH TWO PART, TOP AND BOTTOM (TAS-8004)  State Brand and Model # Bidding:  _____	20	Each		

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
4. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. After opening, bids may not be withdrawn for a period of sixty (60) days.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete bids, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All bids must be signed. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, [www.brgov.com](http://www.brgov.com), or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. The City - Parish is an equal opportunity employer.
23. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES \_\_\_\_ NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
24. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in OMB circular a-133.  
  
A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

FEDERAL CLAUSES, IF APPLICABLE.

Anti-kickback clause. The contractor hereby agrees to adhere to the mandate dictated by the Copeland "anti-kickback" act Which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the Completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean air act. The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders or requirements issued under section 306 of the clean air act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Energy policy and conservation act. The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Clean water act. The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Anti-lobbying and debarment act. The contractor will be expected to comply with federal statutes required in the anti-lobbying Act and the debarment act.

**Additional Requirements for this Bid**

- Vendors will be required to submit 1 original Affidavit

**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this day of \_\_\_\_\_, 20 \_\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY



AFFIDAVIT

STATE OF LOUISIANA  
**PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_

receiving value for services rendered in connection with the

\_\_\_\_\_

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.  
Baton Rouge, Louisiana.

NOTARY PUBLIC